

EXHIBIT A

Verified Complaint and Exhibits, filed
provisionally under seal

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Fulton County Superior Court
EFILEDQW
Date: 7/28/2022 1:28 PM
Cathelene Robinson, Clerk

| | | |
|---------------------------------|---|---------------------------|
| HECTOR GARCIA, |) | |
| Plaintiff, |) | |
| v. |) | CIVIL ACTION 2022CV367879 |
| MIKE REZI, |) | FILE NO. _____ |
| also known as MICHAEL REZI, and |) | |
| CAROLINA REZI, |) | Jury trial demanded |
| also known as CAROLINA ROSINI |) | |
| Defendants. |) | |
| |) | |

VERIFIED COMPLAINT¹

Hector Garcia ("Plaintiff" or "Garcia") brings this verified action against Defendants as set forth below.

THE PARTIES

1. Plaintiff Garcia is a resident of Georgia.
2. Defendant Mike Rezi, also known as Michael Rezi, is a resident of, and may be served with process at, 4220 Harris Trail, N.W., Fulton County, Georgia 30327.
3. Defendant Carolina Rezi also known as Carolina Rosini, is a resident of, and may be served with process at, 4220 Harris Trail, N.W., Fulton County, Georgia 30327.

¹ Prior to bringing this action, Garcia in good faith offered Defendants to provisionally file this complaint under seal while demanding that Defendants continue to pay his guaranteed salary under an Employment Agreement (Sections 8 & 9) dated March 27, 2022 attached as Exhibit A hereto. The most recent installment of his guaranteed salary was due on July 15, 2022. By failing and refusing to make timely payment, Defendants materially breached the Employment Agreement. Said agreement contains a confidentiality provision (Section 10) in favor of Defendants. However, because Defendants' breach, Plaintiff is discharged from any arguable duty to file this action under seal. OCGA Sec. 13-4-22; Forest Commodity v. Lone Star Industries, 255 Ga. App. 244 (2002). In any case, the confidentiality clause does not require the filing under seal, and no circumstances warrant shielding this action from the public under Uniform Superior Court Rule 21. Moreover, pleadings are privileged under OCGA Sec. 51-5-8.

4. Upon information and belief, Mike and Carolina Rezi are husband and wife.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action under Ga. Const. 1983, Art. VI, Sec. V,

Par. I

6. Venue is proper in this Court under Ga. Const. 1983, Art. VI, Sec. II, Paragraphs IV and VI.

FACTS COMMON TO ALL COUNTS

7. Plaintiff and Defendants entered into an employment agreement under a letter dated March 27, 2022 (the "Employment Contract"), a copy of which is attached hereto as EXHIBIT A.

8. After an interview and a trial period, Mr. Garcia officially began work as an "Estate Manager/Butler" for the Rezis on April 1, 2022.

9. Prior to or during his employment, the Rezis new that Mr. Garcia was gay.

10. Under the Employment Contract, Mr. Garcia earned \$10,000 a month payable on the 15th and 30th day of each month. He was entitled to two weeks' paid vacation and five personal days. (See Sections 2 and 3 of the Employment Contract).

11. The Employment Contract contained a one-year salary guarantee of base pay if Employer terminated the contract without cause. (See Sections 8 and 10 of the Employment Contract).

12. During Mr. Garcia's employment, Mr. Rezi attempted to persuade him to reduce his compensation, which Mr. Garcia respectfully declined to do.

13. After Mr. Rezi's unsuccessful attempts to change the terms of the Employment Contract, Mr. Rezi began a pattern of increasingly overbearing demands on Mr. Garcia and disrespectful treatment of him.

14. On June 10, 2022 Mr. Garcia was overseeing the repair of a security gate at the Rezi's home while the Rezis were aware travelling.

15. Nevertheless, Mrs. Rezi was remotely monitoring the project with her phone through a camera security system in the home.

16. Evidently prompted by Mr. Rezi, she gratuitously accused Mr. Garcia of lying about whether he had left their home open and allowed gate repairmen to enter while he was taking lunch.

17. That same day, Mr. Garcia spoke by telephone with Mrs. Rezi. He clarified that the repairmen had entered the home in violation of his express instructions and through a broken sliding door. The conversation resolved the misunderstanding and concluded with a text message from Mrs. Rezi demonstrating her gratitude.

18. On Tuesday morning, June 14, 2022, Mr. Garcia arrived at the Rezis' home for a regular day of work. He began preparing breakfast for the family in the kitchen since the Rezis had returned from their travels.

19. Mr. Rezi entered the kitchen and angrily turned to Mr. Garcia accusing him of having raised his voice at Mrs. Rezi during their phone call on June 10, 2022.

20. Mr. Garcia politely denied that he had raised his voice at his wife and explained that he believed that the security gate incident had been resolved to everyone's satisfaction.

21. Mr. Rezi then exploded into an outrageous tirade, screaming at Mr. Garcia. Among other profoundly shocking and humiliating statements, he screamed at Mr. Garcia as quoted or words to the effect: "You're a fucking liar!" He continued: "All I [Mr. Rezi] want to hear from you [Mr. Garcia] is 'Yes, sir, no. sir. Yes, ma'am, No, ma'am.'" And "I want to see you [Mr. Garcia] on your knees licking the floor on which my wife, me, and my son walk." He then

repeatedly called Mr. Garcia a “fucking liar,” “piece of shit,” and a “freaking faggot.” He told Mr. Garcia “to get the fuck out of my house!” and ordered Mr. Garcia to return a credit card and car keys. Mr. Garcia complied and left the property in shock, horror, and humiliation.

22. Mr. Garcia stood outside on the curb, called an Uber, and returned to his home. Mr. Garcia texted Mrs. Rezi to inform her of the firing.

23. After the outrageous and horrifying verbal assault by Mr. Rezi, no reasonable person would return to a place of employment to risk further shock and trauma from such abuse.

24. Upon information and belief, Mr. Rezi’s outrageous conduct was filmed by the extensive security camera system in the Rezis’ home. On June 18, 2022, Mr. Garcia’s counsel sent the Rezis a demand to preserve evidence. See copy of David Martin’s letter to the Rezis dated June 18, 2022 attached as EXHIBIT B.²

25. Following the letter from Mr. Garcia’s counsel, Mr. Rezi wrote to Mr. Garcia on June 21, 2022 and falsely characterized Mr. Garcia’s departure as an “absen[ce] from work from June 15-June 20, 2022 without leave” and asserted this a purported justification to terminate his employment “as of July 4, 2022.” Mr. Rezi asserted other pretexts about Mr. Garcia’s performance to show “cause” for terminating Mr. Garcia. A copy of Mr. Rezi’s letter dated June 21, 2022 is attached as EXHIBIT C.

26. Mr. Garcia has received treatment for mental and emotional trauma due to Mr. Rezi’s extreme and outrageous conduct.

27. After being fired, Plaintiff demanded that Defendants continue to make the guaranteed salary payments under the Employment Agreement.

28. Despite Plaintiff’s demand, Defendants failed to pay Plaintiff his guaranteed salary.

² The date of outrageous event and firing was miswritten as “June 16, 2022.” All parties know that it occurred on June 14, 2022.

29. Defendants' failure to pay the guaranteed salary constitutes a material breach of the Employment Agreement and discharges Plaintiff from the performance of any duty of confidentiality under Section 10 of said agreement.³ *See OCGA Sec. 13-4-22.*

COUNT I against Mike and Carolina Rezi – Breach of Contract

30. Plaintiff Garcia realleges and incorporates paragraph 1 through 29 as though fully set forth herein.

31. Because Mr. Garcia was terminated without cause, the Employment Contract requires that the Rezis continue to pay him his guaranteed base pay plus unused vacation and personal time through April 1, 2023, the end of the first anniversary date of the Employment Contract.

32. The amounts from July 15, 2022 due through April 1, 2023 are as follows: (a) \$90,000, (b) \$5,000 for two weeks' vacation pay, and (c) \$1,643.83 for five days of personal time (\$386.76 per day based on \$120,000 yearly base pay divided by 365).

COUNT II against Mike Rezi – Intentional Infliction of Emotional Distress

33. Plaintiff Garcia realleges and incorporates paragraph 1 through 29 as though fully set forth herein.

34. Mr. Rezi's conduct on June 14, 2022 against Mr. Garcia was intentional or reckless, extreme, and outrageous. There is a causal connection between Mr. Rezi's wrongful conduct and Mr. Garcia's emotional distress, and his emotional distress is severe.

35. Moreover, Mr. Rezi's conduct was so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency; and to be regarded as atrocious, and utterly intolerable in a civilized community.

³ The Employment Agreement also refers to an "NDA," however, no such NDA was signed.

36. As the proximate cause of Mr. Rezi's conduct, Mr. Garcia suffered severe mental and emotional distress, anguish, and trauma.

37. Mr. Garcia has suffered general damages of no less than \$300,000.

COUNT III against Mike Rezi – Assault

38. Plaintiff Garcia realleges and incorporates paragraph 1 through 29 as though fully set forth herein.

39. All the apparent circumstances, reasonably viewed on June 14, 2022, led Hector Garcia to reasonably apprehend a violent injury from the outrageous conduct of Mr. Rezi.

40. As a proximate cause of Mr. Rezi's conduct, Mr. Garcia suffered severe mental and emotional distress, anguish, and trauma.

41. Mr. Garcia has suffered general damages of no less than \$300,000.

COUNT IV as to Mike Rezi – Tortious Misconduct

42. Mr. Garcia realleges and incorporates paragraphs 1 through 29 as though fully set forth herein.

43. Mr. Garcia was an invitee of the Rezi home, and Mr. Rezi owed a duty to protect him from abusive language and conduct that is opprobrious and frightening.

44. Mr. Rezi's outrageous statements were willful and malicious and made with the intent to frighten and injure Mr. Garcia.

45. As a proximate result of Mr. Rezi's tortious misconduct, Mr. Garcia became upset, frightened, and agitated. Further, Mr. Garcia has lost sleep, has had difficulty concentrating, and suffered bouts of crying.

46. Mr. Garcia has suffered general damages of no less than \$300,000.

COUNT V against Mike and Carolina Rezi for Count I and against Mr. Rezi for Counts II, III, and IV – Expenses of Litigation under O.C.G.A Sec. 13-6-11

47. Plaintiff Garcia realleges and incorporates paragraph 1 through 29 as though fully set forth herein.

48. In contriving pretexts for cause to terminate Mr. Garcia's employment described in Count I, the Rezis acted in bad faith, have been stubbornly litigious, or have caused Plaintiff Garcia unnecessary trouble and expense, entitling him to expenses of litigation under O.C.G.A. Sec. 13-6-11.

49. For the willful, malicious, and abusive conduct described in Counts II, III, and IV, Mike Rezi acted in bad faith, has been stubbornly litigious, or has caused Plaintiff Garcia unnecessary trouble and expense, entitling him to expenses of litigation under O.C.G.A. Sec. 13-6-11.

COUNT VI against Mike Rezi - Punitive damages under OCGA Sec. 51-12-5.1

50. Plaintiff realleges paragraphs 1 through 29 and 33 through 46.

51. Mike Rezi's conduct showed willful misconduct, malice, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences.

52. Mike Rezi acted with specific intent to cause harm to Mr. Garcia, such that there is no limitation on the amount of a punitive damages award.

53. Alternatively, if the limitation of OCGA Sec. 51-12-5.1(f) applies, then Mr. Rezi is liable for punitive damages for the full statutory limit of \$250,000.

WHEREFORE, Plaintiff Garcia demands a jury trial and prays that the Court enter judgment in his favor as follows:

- 1) under Count I against Mike and Carolina Rezi, \$90,000 payable in equal installments

of \$5,000 on the 15th and 30th day of each month until April 1, 2023, plus \$5,000 for vacation pay, and \$1,643.83 for personal time,

- 2) under Counts II, III, and IV against Mike Rezi, the general damages of \$300,000,
- 3) under Count V, against Mike and Carolina Rezi, for such sums for attorney fees and expenses as shown by the evidence at trial,
- 4) under Count VI, punitive damages in an amount determined by the enlightened conscience of the jury, and
- 5) such other and further relief as warranted by the law and the facts of this case.

Respectfully submitted, this 19th day of July 2022.

D.R. MARTIN, LLC

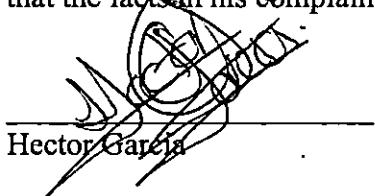
/s/ David Martin
Georgia Bar No. 474761
5200 Peachtree Road, Suite 3116
Chamblee, GA 30341
Tel. 770-454-1999
Email: dmartin@abogar.com
Counsel for Plaintiff Hector Garcia

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

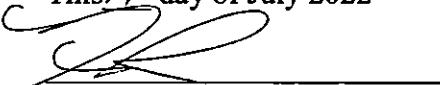
HECTOR GARCIA,)
Plaintiff,)
v.) CIVIL ACTION 2022CV367879
MIKE REZI) FILE NO. _____
also known as MICHAEL REZI, and)
CAROLINA REZI,)
also known as CAROLINA ROSINI)
Defendants.)
_____)

VERIFICATION

Personally appeared before me, Hector Garcia, whom I personally know, and who states that the facts in his complaint are true and correct to the best of his knowledge and belief.


Hector Garcia

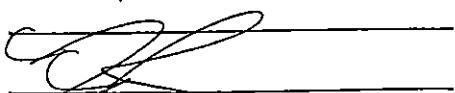
Sworn and subscribed before me
This 7 day of July 2022


NOTARY PUBLIC (SEAL)

MY COMMISSION EXP:

12/09/25

Date: 7/19/22 # Pages: 9
Name: NICHOLAS RICCIARDI 2nd Circuit
Doc. Description: VERIFICATION


Notary Signature
NOTARY CERTIFICATION
My Commission Expires: 12/09/25

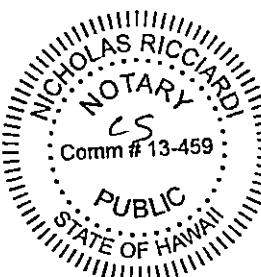
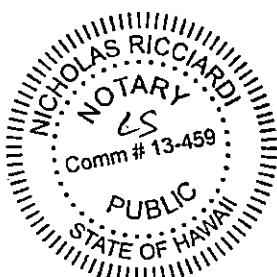


EXHIBIT A



March 27, 2022

Hector Garcia
6425 Bandera Ave.
Dallas, TX 75225

Re: Employment with Mike & Carolina Rezi

Dear Hector:

This letter is intended to set forth our understanding with respect to the terms of your employment with Mike & Carolina Rezi ("Employers"). Please review it carefully and indicate your acceptance of these terms by signing a copy of this letter. Upon acceptance of employment set forth in this agreement with **April 1, 2022**, as the initial date of employment.

1. Employment and Responsibilities:

You agree to be employed and perform your exclusive services for Mike & Carolina Rezi upon the terms and conditions of this Agreement. You will render your services hereunder as the **Estate Manager/Butler** for their residence located in Georgia (and occasionally help in the Rezi's other properties).

Your responsibilities and duties will include, but not necessarily be limited to, the following:

- Complete butler/estate management duties
- Ensure that property is well organized and impeccably maintained
- Manage household calendar
- Schedule appointments for household & family members
- Grocery shopping, household errands, personal shopping
- Sort and review mail; answer correspondence as needed
- Vehicle maintenance
- Perform all laundry and cleaning duties
- Meal preparation as needed for the family
- Act as chauffeur as needed
- Coordinate and oversee vendors/contractors/cleaning crew
- Greet and assist guests & family members
- Assist with entertaining & special events
- Blow leaves/pressure washing/light handyman duties
- Home organization
- Inventory of all household items
- Replenish household supplies
- Manage needs of family's cats (daily care)
- Administrative duties
- Special projects

EXHIBIT A

2. Salary:

Your base salary at an annual rate of \$120,000 to be paid bi-monthly (15th & 30th of each month. \$5,000 per pay period. You will be considered as an independent contractor & receive a 1099 at the end of the year. Should your employment be terminated for any reason, you will receive compensation calculated through your last day of work.

3. Vacation/Personal Days:

You will receive two (2) weeks of paid vacation per year and five (5) personal days (includes observed Federal holidays).

4. Credit Card:

You will be issued a credit card to use for expenses relating to the household. You are expected to document expenses and maintain receipts.

5. Automobile:

You will be provided with a vehicle to use for both business & personal use. The vehicle must be well maintained at all times.

6. Bonus:

A holiday bonus of \$5,000 will be given in December provided you have successfully completed the terms of this agreement and perform at a high level.

7. Salary Reviews:

You will be eligible for a salary increase after one (1) year of continuous employment provided you have successfully completed the terms of this agreement and perform at a high level and at the sole discretion & satisfaction of employers.

8. ONE (1) YEAR GUARANTEE OF SALARY:

Following the 2 week Probation Period, Employers agree that employee will receive the guaranteed base pay until the first (1st) anniversary of the date hereof, unless Employee terminates his employment, or Employers terminate Employee for "Cause," defined as follows: Cause is defined as any action on the part of the Estate Manager/Butler that endangers the Rezi family and/or household(s), inconsistent or non-performance of agreed job responsibilities, theft or dishonesty, stealing, smoking or alcohol use on duty or any use of illegal drugs, persistent tardiness or absenteeism, unapproved guest, dishonesty or lying to employers or violation of the confidentiality clause & NDA.

9. Termination:

This agreement may be terminated by both parties by giving a two (2) week notice, but this is an "at-will" relationship, which both parties may end at any time. In the event that the employers terminate the employment of the employee during the 1st year without cause, the employers shall continue to pay the employee the monthly salary for the remainder of the 1st year plus any unused vacation or personal time.

10. Confidentiality:

Employee acknowledges that during the course of employment, personal and confidential information about the employers' business, as well as confidential information about the

EXHIBIT A

employer and employers' family, of a financial, medical, social, mental health or disability nature will be discovered. During Employee's employment and at any time after the termination of Employee's employment, either with or without cause, Employee will not publish or disclose, use for Employee's own benefit or the benefit of others, or divulge or convey to others, any information about the Employers, or of third parties engaging with the Employers. It is understood that a failure to abide by this agreement may, at the Employers discretion, result in immediate termination.

You will be required to sign a NDA provided by employers.

Note: This offer is for a one (1) year commitment and may be extended by both parties prior to the expiration of the initial term.

Sincerely and on behalf of Mike & Carolina Rezi.

Gaye Antonio
Gaye Antonio
The Hazel Agency
770-643-2034

Agreed and accepted as of the date set forth below:



Mike Rezi

Date: 03 / 29 / 2022



Carolina Rezi

Date: 03 / 29 / 2022



Hector Garcia

Date: 03 / 29 / 2022

EXHIBIT A**Audit Trail**

| | |
|--------------------------------|--|
| TITLE | Revised Offer |
| FILE NAME | Emp-Emp Rezi-Garcia.doc |
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| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | <input checked="" type="radio"/> Signed |

Document History

| | | | |
|--|---------------|-----------------------|---|
| | SENT | 03 / 29 / 2022 | Sent for signature to Mike Rezi (inforezi@gmail.com), Carolina Rezi (carorosini@gmail.com) and Hector Garcia (pushiz@hotmail.com) from gaye@thehazelagency.com IP: 99.7.133.11 |
| | VIEWED | 03 / 29 / 2022 | Viewed by Mike Rezi (inforezi@gmail.com) IP: 75.138.252.141 |
| | SIGNED | 03 / 29 / 2022 | Signed by Mike Rezi (inforezi@gmail.com) IP: 75.138.252.141 |
| | VIEWED | 03 / 29 / 2022 | Viewed by Carolina Rezi (carorosini@gmail.com) IP: 174.209.193.123 |
| | SIGNED | 03 / 29 / 2022 | Signed by Carolina Rezi (carorosini@gmail.com) IP: 174.209.193.123 |

EXHIBIT A**Audit Trail**

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|--------------------------------|--|
| TITLE | Revised Offer |
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| DOCUMENT ID | cdfcc22e9e64442ceca180e00002bf61ce2060f3 |
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Document History

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| SIGNED | 03 / 29 / 2022 14:16:58 UTC | Signed by Hector Garcia (pushiz@hotmail.com) IP: 73.175.239.210 |
| COMPLETED | 03 / 29 / 2022 14:16:58 UTC | The document has been completed. |

EXHIBIT B

D. R. Martin, LLC
Attorney At Law
5200 Peachtree Road, Suite 3116
Atlanta, Georgia, U.S.A. 30341
Telephone (770) 454-1999.
E-mail: dmartin@abogar.com
www.abogar.com

David Martin*

*admitted in FL, GA, PR, TX,
CO (inactive) & DC (inactive)

Saturday, June 18, 2022

VIA EMAIL, READ RECEIPT
REQUESTED, & FEDERAL
EXPRESS
inforezi@gmail.com
carorosini@gmail.com

Mr. Mike Rezi
Mrs. Carolina Rezi
4220 Harris Trail NW
Atlanta, GA 30327

RE: Employment, firing, and treatment of Hector Garcia.
Demand to preserve evidence

Dear Mr. and Mrs. Rezi,

I represent Hector Garcia who was employed by you from April 1, 2022 until he was fired in an utterly disturbing, humiliating, and outrageous manner by Mr. Rezi on June 16, 2022. During the period of his employment, he was also working under the terms of a contract dated March 27, 2022. His contract and tort claims are independent of each other.

This letter is a formal demand that you preserve evidence related to my client's damages and injuries, the cause of those damages and injuries, and evidence relating to the same. Please consult your attorney concerning the consequences of failing to preserve this evidence. I specifically request that the following evidence be maintained and preserved and not be destroyed, modified, altered, repaired, or changed in any manner:

1. Any and all daily logs of communications with Mr. Garcia;
2. All video and audio recordings, photographs, texts, social media messages, other records of images, sounds or communications by and between you and Mr. Garcia.
3. Any contracts or agreements concerning Mr. Garcia's employment by you;
4. Any e-mails, electronic messages, letters, memos or other documents concerning, relating or referring to Mr. Garcia;
5. All records of payments to or from Mr. Garcia.
6. All credit card statements pertaining to credit cards that you provided to Mr. Garcia

EXHIBIT B

Mr. Mike Rezi and Mrs. Carolina Rezi
June 18, 2022
Page 2 of 2

for use during his employment.

7. All communications of any nature with The Hazel Agency about Mr. Garcia.
8. All security camera recordings of Mr. Garcia.
9. All security camera recordings in which Mr. Garcia appears with either of you present.

If you are represented by counsel, please provide a copy of this letter to him or her. Thank you for your attention to this matter.

Yours truly,

David Martin

David Martin

cc: Mr. Hector Garcia
MM:mm

EXHIBIT C

From The Desk Of

Michael Rezi

June 21, 2022

VIA EMAIL, READ RECEIPT REQUESTED

Mr. Hector Garcia
Pushiz@hotmail.com

Mr. Garcia:

The purpose of this letter is to inform you that your employment with us as the house manager of our property located at 4220 Harris Trail NW, Atlanta, GA 30327 is being terminated for cause and will end as of July 4, 2022. In addition, you are hereby immediately relieved of your duties as house manager of the residence and directed to stay away from the residence. These decisions are not reversible.

Your employment as house manager is being terminated for, among other reasons, the following:

- To date, despite multiple requests, you have failed to document charges to the credit card we provided to you for use in your role as house manager or produce receipts for such charges despite being required to do so in the agreement concerning your employment with us.
- On June 10, 2022, you were absent from the residence while contractors/workmen were present in the residence although the agreement concerning your employment requires you to oversee vendors/contractors/cleaning crews working at the residence. Further, when questioned about the presence of contractors/workmen in the residence on such date, you lied and told us that there were no such persons present in the residence on that day.
- You were absent from work from June 15 – June 20, 2022, without leave.

You will receive your final check in accordance with the bi-monthly pay schedule specified in the agreement for your employment with us.

You are requested to return all company property, including keys to the residence and to any vehicles you were permitted to use during your employment and the credit card previously provided to you, by 12:00 pm Eastern Time on June 21, 2022.

In addition to the matters discussed above, please keep in mind that you remain subject to the confidentiality provision in the agreement for your employment with us.

If you have questions about this notice or any of the matters discussed herein, please contact our attorney, E. Jason Byrd with Lewis Thomason, P.C., at (615) 574-6736.

Regards,

Michael Rezi

Cc: David Martin, Esq. (via email, w/o attachment)
E. Jason Byrd, Esq. (via email, w/o attachment)